The Solicitors' Journal

VOL. LXXXIV. **Saturday, May 11, 1940.** No. 19

Editorial, Publishing and Advertisement Offices: 29–31, Breams Buildings, London, E.C.4. Telephone: Holborn 1853.
SUBSCRIPTIONS: Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.
Annual Subscription: £2 12s., *post free*, payable yearly, half-yearly, or quarterly, in advance. *Single Copy:* 1s. 1d. *post free.*
CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.
ADVERTISEMENTS: Advertisements must be received not later than 1 p.m. Thursday, and be addressed to The Manager at the above address.

Current Topics.

Limitation on Right of Appeal.

THE suggestion that litigants should be limited in their right of appeal is one which has often been advanced by reformers, and is again learnedly discussed in a recent work published by the Cambridge University Press under the title "The Machinery of Justice," from the pen of Mr. R. M. JACKSON. According to the author, one appeal and one only should be accorded even to the most pugnacious of litigants who may desire to test the accuracy of the decision of which he complains. In recent years, it is true, there has been a slight diminution in the number of appeals competent in ordinary civil cases by the elimination, now a good many years ago, of the Divisional Court, but there still remain the Court of Appeal and the House of Lords. To the latter tribunal the would-be appellant must obtain the leave of the Court of Appeal or that of the House itself, but it has been noticeable that when leave has been refused by the Court of Appeal the House has in a number of cases granted the necessary permission to bring on the appeal. Somehow in the old days our forefathers contrived to get on without so many appellate tribunals, and in some of the courts the difficulties that arose at times were surmounted in singular fashion. Thus, in the old Court of Exchequer which was manned by a Chief Baron and three puisnes an equal division of opinion sometimes occurred and when that happened the Chancellor of the Exchequer was called in to give the casting vote. We read that in one case in 1735—*Naish* v. *East India Company*—the services of Sir ROBERT WALPOLE, the then Chancellor of the Exchequer, were requisitioned, and after a re-hearing lasting three days he gave the casting vote in what was regarded as a matter of great doubt and difficulty. Nowadays we see the Chancellor of the Exchequer but once a year in the courts, his functions there being limited to the settling of the list of sheriffs for the ensuing year.

The Solicitors Bill.

THE contents of the Solicitors Bill, which was introduced in the House of Lords by LORD WRIGHT on 30th April, are probably well known to our readers, and it will be unnecessary to make detailed reference to its provisions at this stage. It may, however, be recalled that its object is two-fold. The first is to deal with the problem of defalcations. The proposals in this direction include the establishment of an indemnity fund and the introduction of a system, under rules made by The Law Society, for the periodical examination of solicitors' accounts. Details of these proposals will be found in our issue of 19th August last (83 SOL. J. 645). The second object of the Bill is to render it obligatory upon all practising solicitors to become members of The Law Society. The inclusion of such a clause in the Bill was proposed at the special general meeting of the Society held at the Connaught Rooms on 23rd February of the present year. The motion: "That, as an addition to the Council's proposals, the Solicitors Bill should provide for all practising solicitors becoming members of The Law Society," was put to the meeting and carried, but twenty members having demanded in writing that a poll of all members be taken, the President, Mr. R. F. W. HOLME, directed that this be done, and the meeting was adjourned accordingly. At the adjourned meeting, held on 14th March, the results of the poll were declared as follows: The total number of voting papers received was 6,293, of which 4,050 were in favour of the proposal, 2,190 were against it, and fifty-three were rejected on various grounds. The motion was carried accordingly and the Council of The Law Society gave instructions that the necessary provisions be inserted in the Bill.

The Evidence and Powers of Attorney Bill.

THE Evidence and Powers of Attorney Bill, which was passed through Committee in the House of Lords, contains matter of considerable importance to practitioners. Clause 1 enables the Lord Chancellor by order to provide for empowering officers of the naval, military and air forces to administer oaths and take affidavits during any war in which His Majesty is engaged, and from the date of such order the Commissioners for Oaths (Prize Proceedings) Act, 1907, is to be repealed. Similar powers may be conferred by order of the Secretary of State upon persons serving in the diplomatic, consular or other foreign service of a Power which, by arrangement with the Crown, has undertaken to represent the Crown's interest in a country in which for the time being there is no diplomatic or consular representative for the United Kingdom. Under cl. 2, in any criminal proceedings instituted during the war period, the following, if purporting to be signed by a competent officer, are to be admissible as evidence, without proof of the signature being the signature of that person or of his official capacity: (*a*) a certificate to

LAW LIBRARY

the effect that any document or documents, annexed or otherwise identified, constituted or formed part of a postal packet which was examined by an authorised examiner on the date specified therein, and (*b*) a certificate to the effect that any photographic copy or copies so annexed or identified is or are a true copy or copies made by an authorised photographer from any document or documents which constituted or formed part of such postal packet. Clause 3 contains a number of provisions in regard to instruments creating powers of attorney executed after the commencement of the proposed Act during the war period (*a*) outside the United Kingdom by a member of the armed forces, or the nursing or auxiliary services to those forces, or (*b*) by a British subject in territory under the sovereignty or in the occupation of a Power with which the Crown is at war. Such instruments are of no effect unless attested by at least one witness and deposited (or, in Scotland, registered); and rules of court may provide that no such instrument shall be deposited (or registered) unless certain conditions are complied with. These conditions include presentation by a solicitor and production of an affidavit by that solicitor that he caused the instrument to be engrossed and sent to the donor for execution and that he believes the signature to be that of the donor, and an affidavit verifying the execution of the instrument sworn by the attesting witness or one of them. Such rules will not apply to an instrument creating a power of attorney under s. 1 of the Execution of Trusts (Emergency Provisions) Act, 1939. Clause 4 relates to proof of instruments creating powers of attorney. The next two clauses provide for the application of the measure, with suitable modifications, to Scotland and Northern Ireland respectively. Clause 7 provides for the revocation of orders, and cl. 8 defines "war period" as the period during which the Emergency Powers (Defence) Act, 1939, is in force.

Road Accidents: Effect of Speed Limit.

THE hope that the decreased number of private cars on the road owing to petrol rationing, the longer hours of daylight and the introduction of the twenty miles an hour speed limit during the black-out would result in improved road accident figures for March, 1940, compared with March, 1939, has not been realised. In fact the number of deaths increased by thirty-nine to 496. This increase is, moreover, substantially accounted for by the rise in the number of deaths occurring on roads subject to a speed limit, the totals for March, 1939 and 1940, being respectively 289 and 325. Corresponding figures for roads not subject to a speed limit were 168 and 171. An analysis of the figures for last March, showing the deaths during hours of darkness and daylight, points clearly to one direction in which improvement is to be sought, for while the totals for the hours of darkness and daylight are respectively 235 and 261, the figures disclosed that of the 253 pedestrians aged fifteen and over who were killed no less than 175 met their death during the hours of darkness. Moreover, it is to be remembered in comparing this year's total with that for 1939 that black-out conditions are a new factor, and the figures suggest that this more than balances such improvements as might be expected from the reduction of the number of vehicles on the road and the earlier introduction of summer time. The Pedestrians' Association has issued a statement designed to show the effect of the introduction of the twenty miles an hour speed limit in built-up areas during the black-out. For this purpose the months of January and March for 1939 and 1940 are taken. In January, 1939, the total number of deaths of all kinds of road users was 485; in March, 1939, it was 457, or 94·2 per cent. of the figure for January. The total for January, 1940, was 619, and for March 496, or 80·1 per cent. Corresponding figures for pedestrians only are 283 and 236 or 83·3 per cent., and 438 and 322, or 73·5 per cent. These figures, which afford a comparison between the month immediately prior to the introduction of this speed limit and the second month of its operation, show a much greater reduction, both in the number and percentage of deaths this year than last, and the association is of opinion that the decrease would have been greater if the limit had been fixed at fifteen miles an hour, or if the existing limit had been more generally observed. The foregoing comparison is vitiated to some extent by the earlier introduction of summer time which must have contributed in some measure to the better results for the present year.

The District Registries Order in Council, 1940.

THE District Registries Order in Council, 1940 (S.R. & O., 1940, No. 645) (published at p. 321 of this issue), which was passed on the 30th April and comes into force on the 1st July, increases the number of district registries by twenty-four, and so defines the districts of all the registries that every place in England or Wales will be within the district of one registry or another, except for an area in or near London. The new Order will have an important effect on certain proceedings relating to land. Under Ord. 55, r. 9A, an originating summons claiming one of a number of remedies in relation to a mortgage of real or leasehold property may be issued out of a district registry if the property is situated within the district of the registry. The object of this rule was to save the parties from having to come to London to attend before the Master. The rule has been largely ineffective because the greater part of the country is not within the district of any registry. This defect will be cured by the new Order in Council. Another provision which will be widened in its scope by the new Order is r. 14 (8) of the Courts (Emergency Powers) (Consolidation) Rules, 1940. That rule provides that where an originating summons for leave to distrain for rent or to exercise any other remedy under s. 1 (2) of the Courts (Emergency Powers) Act, 1939, relates to land within the district of a district registry, the summons may be issued in the registry. The ordinary jurisdiction of the registries will be affected very little by the alteration of boundaries. Under the existing rules the rights of a defendant against whom a writ is issued in a district registry differ slightly according to whether he resides inside or outside the district of the registry (Ord. 12, rr. 4 and 5). If he resides outside the district, he has the option of entering appearance in the registry or in London. If he resides inside the district, he must enter appearance in the registry. This, however, does not prevent him from dragging the plaintiff to London, if he wishes to do so, because he has power to transfer the proceedings to London as of right under Ord. 35, r. 13. It is now possible, and is often the case, that a person resides in a place which is not within the district of any registry. When the new Order comes into force, the residence of such a person (unless it is in or near London) will be inside the district of one of the registries instead of outside, and if a writ were to be issued against him in that registry, his rights would be slightly altered in the manner described above. The new districts are described by reference to county court districts, and these again are described in the County Court Districts Order, 1938 (S.R. & O., 1938, No. 470), by reference to parishes and larger local government areas. It should therefore be a comparatively easy matter to discover in which of the new districts any particular place is situated.

Recent Decisions.

IN *Citrine and Others* v. *Pountney* (*The Times*, 7th May), STABLE, J., awarded the general secretary of the Trades Union Congress and members of the general council of the Congress damages for libel in respect of articles appearing in the *Daily Worker*, and granted an injunction to restrain the proprietor of that paper from further publishing the libels, or any similar libels, reflecting on the personal integrity of the plaintiffs. The defendant's plea of fair comment on matters of public interest was negatived.

Covenants to Maintain Fences.

Among the restrictive stipulations in a builder's conveyance of a dwelling-house, there is often to be found a clause requiring the purchaser and his successors in title to erect and maintain a fence. Such an arrangement is inelegant, from the point of view of draftsmanship, as it obscures the fact that only negative covenants can be made binding on successive owners and occupiers of land under the doctrine of *Tulk* v. *Moxhay*, 2 Ph. 774. This obscurity, indeed, may be the merit of the arrangement in the eyes of the vendor, who hopes that the purchaser's assignees will obey the negative covenants (as they must) and also spend money on keeping up the fence (as they need not).

A positive covenant is, of course, enforceable by the covenantee against the covenantor himself, under the ordinary law of contract. The vendor can, therefore, insist upon the erection of the fence by the purchaser in the first instance, and upon its maintenance by him so long as he has the land.

But it has been settled law since *Haywood* v. *Brunswick Permanent Building Society* (1881), 8 Q.B.D. 403, and *Austerberry* v. *Oldham Corporation* (1885), 29 Ch. D. 750, that the burden of a positive covenant does not run with freehold land: for "the land cannot spend money upon improving itself and there is no personal liability on the owner . . . because there is no contract on which he can be sued" (*per* Farwell, J., in *Re Nisbet & Potts' Contract* [1905] 1 Ch. 391, at p. 397). Accordingly, the vendor cannot succeed in enforcing the covenant to erect the fence (if it has not already been erected by the purchaser), or to maintain it, against a successor in title of the purchaser.

There is, on the other hand, no rule of law that the *benefit* of a positive covenant cannot run with land. That is to say, if the benefit is annexed to land of the vendor, the vendor's successors can enforce the covenant against the purchaser. Indeed, examples of the running of the benefit of positive covenants are to be found in the books long before the development of the doctrine of *Tulk* v. *Moxhay* brought into prominence the running of the burden and benefit of negative covenants.

A positive covenant, the benefit of which is intended to run with land of the covenantee, can do so if it is annexed to such land and if it "touches and concerns" that land. In *The Prior's Case* (1368), *apud Spencer's Case*, 5 Co. Rep. 17, a prior's covenant to sing in the chapel of a manor was enforceable by the feoffee of the manor, because it was annexed to the manor, whereof the original covenantee, and his successor, the plaintiff, were seised.

The covenant must, however, touch and concern the land. Hence, it seems that the benefit of an ordinary covenant to erect and maintain a fence must be annexed to the immediately contiguous close, for that alone is affected by the observance or non-observance of the covenant. In view of *Re Ballard* [1937] Ch. 473, it would be imprudent to annex the covenant to too large an area as a unity, for according to that case it is necessary to show that if a covenant is annexed to a unity, every part of the unity is touched and concerned by it. A covenant of this sort should, therefore, be imposed in some terms such as the following:—

> "For the benefit of the land of A (the vendor) immediately adjoining the land hereby conveyed on the southern side thereof and of every part of such land of A X (the purchaser) hereby covenants for himself his executors administrators and assigns with A and his successors in title to the said adjoining land to erect and maintain a stout oak fence of at least four feet six inches in height along the southern boundary of the land hereby conveyed."

By virtue of s. 56 of the Law of Property Act, 1925, the covenant can be effectively created in favour of persons named as covenantees who are not parties to the conveyance (see *White* v. *Bijou Mansions* [1937] Ch. 610, especially p. 624). Such a covenant could be made as follows:—

> "X (the purchaser) for himself his executors administrators and assigns hereby covenants with the owner or owners for the time being of the land immediately adjoining the land hereby conveyed upon the southern side thereof and of every part of such adjoining land to erect and maintain," etc.

The vesting and re-vesting of the benefit of a covenant in successive owners of the land to which it is anexed does not infringe the rule against perpetuities (*Muller* v. *Trafford* [1901] 1 Ch. 54).

If the positive covenant is not annexed to land, but is capable of benefiting land, and is taken in order that it may do so, the benefit of it can, it seems, be expressly assigned by the covenantee along with the benefited land (see *Sharp* v. *Waterhouse*, 7 E. & B. 816, the principle being analogous to that applied to the benefit of restrictive covenants in *Re Union of London and Smith's Bank's Conveyance, Miles* v. *Easter* [1933] Ch. 611). The following is a form for such an assignment:—

> "A (the vendor and original covenantee) as beneficial owner hereby conveys to B (the purchaser) in fee simple all that, *etc.*, together with the benefit of a covenant contained in a conveyance dated, *etc.*, and made between A and X whereby X covenanted to erect and maintain a fence along the southern boundary of the land comprised in the said conveyance."

After the covenantor has parted with the land on which the fence is to be erected and maintained, his successors in title to it will not, as has been explained, be liable upon the covenant. But the covenantor himself will be liable to an action for damages if the covenant is not kept (see *Hall* v. *National Provincial Bank, Ltd.* (1939), L.J.N.C.C.R. 185). On parting with the land the covenantor should, therefore, take a covenant of indemnity from the person to whom he sells it, in some such form as the following:—

> "Y hereby covenants for himself his executors administrators and assigns with X to keep X his executors administrators and assigns indemnified against and free from all actions and claims in respect of any breach or breaches of the covenant on the part of X to erect and maintain a fence upon the property hereby conveyed contained in a conveyance dated, *etc.*, and made between A and X."

Although the burden of a mere positive covenant to pay money or to do some positive act cannot run with land, a provision which amounts to the grant of a rentcharge of so much money as is necessary, e.g., to repair a wall, can bind land (*Morland* v. *Cook*, L.R. 6 Eq. 252, thus explained in *Austerberry* v. *Oldham Corporation*, 29 Ch. D. 750). The difficulty in such a case is with the benefit, which, on principle, cannot be made to vest and revest in successive owners of the land benefited beyond the perpetuity period. Accordingly, in most cases, the burden can only be made to run as a rentcharge at the cost of the benefit ceasing to run as a covenant. But in *Morland* v. *Cook* itself an escape was found from this dilemma. There, lands below sea-level were partitioned and the partitioners agreed each to pay his share, ascertained by an acre-scot, of the expense of maintaining the necessary sea-wall to protect the lands. Romilly, M.R., enforced this provision against the successor of one partitioner at the suit of the successor of another partitioner. In *Austerberry* v. *Oldham Corporation* the Court of Appeal said that this decision was right because the provision amounted to the grant of a rentcharge. The court must, however, have also taken the view that there was nothing to prevent the benefit of such a charge passing to successors in title of the original parties. It appears therefore that there is a special rule that a mutual agreement between landowners to contribute to the expense of maintaining an erection which protects the land of both parties from the incursions of water is enforceable by and against

the successors of both parties. It is submitted that this principle would extend to other provisions against calamities of nature, e.g., to arrangements for preventing subsidence, but not to covenants to erect or maintain merely convenient things, such as fences, which do not affect the physical existence or destruction of the closes whose bounds they mark. The following is a precedent of a covenant whose benefit and burden would run under *Morland* v. *Cook* :—

> " The parties hereto as owners respectively of the premises known as numbers 1, 2 and 3 Hillside Terrace, hereby mutually agree with intent that the benefit and burden hereof shall enure to and bind their respective premises that the cost of maintaining in proper repair the retaining wall recently erected at the joint expense of the parties hereto along the southern boundaries of their respective premises shall be borne by the parties hereto and their respective successors in title, owners of their respective premises in the same proportions as the length of such wall vested in each of the persons for the time being liable hereunder bears to the total length of the said wall."

Animal Owners' Negligence.

If it does not go further, the decision of the Court of Appeal in *Aldham* v. *United Dairies* (*London*), *Ltd.* (1940), 84 Sol. J. 43, looks like being a leading authority. It clears up the obscurity in the relationship between negligence and absolute liability based on *scienter*, for damage done by an animal *mansuetae naturae*, which arose out of the limitation placed on *May* v. *Burdett* (1846), 9 Q.B. 101, by *Cox* v. *Burbidge* (1863), 13 C.B. (N.S.) 430.

The former decision laid down that the plaintiff was entitled to succeed, without proof of negligence, who had established that she had been bitten by a monkey, kept by the defendant, well knowing that it was of a mischievous and ferocious nature, and was used and accustomed to attack mankind, and that it was dangerous and improper to allow it to be at large. On the other hand, in *Cox* v. *Burbidge*, where a horse of mild disposition, for no apparent reason, kicked a child aged five, it was held that no claim lay for negligence.

Although the decision was clearly right, the judgments in *Cox* v. *Burbidge* do not make it clear where a claim based on *May* v. *Burdett* ends and an ordinary claim for negligence begins. For example, Erle, C.J., at p. 436 of the report, says:—

> " To entitle the plaintiff to recover, there must be some affirmative proof of negligence in the defendant in respect of a duty owing to the plaintiff . . . I take the well-known distinction to apply here, that the owner of an animal is answerable for any damage done by it, provided it be of such a nature as is likely to arise from such an animal, and the owner knows it."

Willes, J., at p. 439, said :—

> " As to animals which are not naturally of a mischievous disposition, the owner is not responsible for injuries of a personal nature done by them unless they are shown to have acquired some vicious or mischievous habit or propensity, and the owner is shown to have been aware of the fact."

As *Cox's Case* was a claim for negligence, although trespass was discussed, it is excusable to suppose that the Court of Common Pleas was laying down the rule that no action lay for damage by a tame animal, unless knowledge of its propensity to do that particular type of damage was shown, whether the cause of action was called trespass or negligence.

The case of *Cox* v. *Burbidge* has been applied in a number of later cases. For example, *Hadwell* v. *Righton* [1907] 2 K.B. 345, where the defendant's hen when on the highway was startled by a dog and flew into the spokes of the bicycle which the plaintiff was riding, thereby causing her injury. The Divisional Court held that the plaintiff could not recover for, among other reasons, there could be no negligence in the absence of anticipated danger.

Other examples are *Higgins* v. *Searle* (1909), 100 L.T. 280 (C.A.); *Ellis* v. *Banyard* (1912), 106 L.T. 51 (C.A.); *Jones* v. *Lee*, *ib.*, 123; and *Bradley* v. *Wallaces*, *Ltd.* [1913] 3 K.B. 629. In *Higgins* v. *Searle* a sow had escaped from her sty and was lying beside the road when, roused by the sound of the horn of the plaintiff's car, it stood up and caused a van horse coming the other way to shy. The plaintiff in order to avoid the horse and van drove his car into a wall and suffered damage. It was held, following *Cox* v. *Burbidge* and *Hadwell* v. *Righton*, that he could not recover.

The defendant's cows, in *Ellis* v. *Banyard*, had strayed on to the highway from his field next to it because, in circumstances which were not shown, the gate of the field was left open. The plaintiff was riding her bicycle along the highway, and the cows " threw her down " and injured her. The Court of Appeal held that she could not recover for various reasons, among others that there was no evidence of negligence. Buckley, L.J., also gave as one of his " cumulative reasons " why the defendant was entitled to judgment, that there was no evidence that the cows were vicious. In *Jones* v. *Lee* a young horse strayed from the defendant's field which was defectively fenced on to the highway and for some unknown reason ran across the road as the plaintiffs were passing on a tandem bicycle. The horse collided with the bicycle, fell, and as it got up, lashed out and injured one of the plaintiffs and the bicycle. The county court judge, having found that it was negligent of the defendant to leave the horse in a field with a gap in the fence, held, following *Cox* v. *Burbidge*, that the plaintiff could not recover, and a strong Divisional Court, consisting of Hamilton and Bankes, JJ., upheld him. Both judges apparently took the view that unless the defendant knew of the propensity of the horse to behave as it did, the plaintiff could not recover (see 106 L.T., at pp. 125 and 126).

The decision in *Bradley* v. *Wallaces*, *Ltd.*, turned on whether an action lay where a man working on premises was kicked by a horse whose tail he had slightly touched, the horse, which was not known to have any vicious propensities, having been brought there by the servant of the person sought to be made liable, and left unattended. The Court of Appeal held that no action lay for negligence, as leaving the horse unattended, assuming it were negligent, would not in the ordinary course of things lead to its kicking a man.

It is not clear to what extent the case of *Heath's Garage*, *Ltd.* v. *Hodges* [1916] 2 K.B. 370, followed *Cox's Case*, and to what extent it arrived at the same result by another route. There two sheep of the defendant's had got on to the highway, having separated from the rest of the flock which was in a field next to the highway. The Court of Appeal held that the defendant was under no duty to members of the public to prevent sheep straying on to the highway. Pickford, L.J., thought that the case of *Cox* v. *Burbidge* did not apply, for in that case the horse had behaved viciously, whereas in the case then before the court, the sheep had behaved naturally, for they had merely run across the road and collided with the plaintiff's car. He did not think that an owner was liable for allowing harmless domestic animals on the highway even if they, on their own volition, caused an obstruction (see [1916] 2 K.B., at pp. 378 and 380).

The authorities up to *Hodges' Case* appear, therefore, to establish that a person will not be liable for the act of an animal *mansuetae naturae*, that is, an act that the animal does of its own volition and not under direction, which he allows to be at large, unless it was the type of act that the particular animal would be likely to do and that person knows it. Moreover, both Hamilton, J., in *Jones* v. *Lee*, 106 L.T., at p. 125, and Avory, J., in the Divisional Court, in *Hodges' Case* [1916] 1 K.B., at pp. 213–4, thought that such an act must have a vicious or mischievous quality.

The case of *Deen* v. *Davies* [1935] 2 K.B. 282, marked a distinct departure from the last noted view. The defendant in that case rode his pony into Merthyr Tydfil and put her

in a stall, tied to a wooden bar. The pony escaped and in running through the streets, on its way home, injured the plaintiff. It having been found that the defendant was negligent in tying-up the pony, the plaintiff was held entitled to recover. There was nothing vicious in the behaviour of the pony, but the court thought that the defendant ought to have anticipated that the pony would behave as it did, if not properly tethered. Romer, L.J., distinguished the case from *Hodges' Case* on the basis that a different principle was applicable in the circumstances of a person bringing an animal on to the highway from that which applied where the animal strayed on to the highway from adjoining land (see [1935] 2 K.B., at pp. 294–295).

Aldham v. *United Dairies (London), Ltd., supra*, raised the negligence point very clearly. There a pony of the defendants, attached to a milk cart, was left for half an hour in a main thoroughfare. It had often been left in the particular spot and the evidence showed that it used to put its "paws" on the pavement and move its jaw, of which the defendants were aware, but the jury at the trial found that the defendants did not know that the pony had a propensity to attack human beings. When the plaintiff was passing the pony it "jabbed at her," bit her face, caught her by the coat, dragged her down and pawed her with its feet. The jury also found that the defendants were negligent in leaving the pony unattended knowing that it had a habit of straying on to the foot pavement. Humphreys, J., the trial judge, held that the plaintiff could not recover, but the Court of Appeal reversed his decision.

The principal judgment is that of du Parcq, L.J., who lays down the following propositions (see p. 527 of [1939] 4 All E.R.):—

(*a*) The general principles of the law of negligence are the same in the case of the control of an animal as in the control of a motor car or any other inanimate object, subject to limitations, in the case of an animal *mansuetae naturae*, owing to its capacity for spontaneous action.

(*b*) Negligence cannot be established merely by proof that a defendant has failed to provide against the possibility that a tame animal of mild disposition will do something contrary to its ordinary nature.

(*c*) Even if a defendant's omission to control or secure his horse is negligent, an act on the part of the horse which is contrary to its ordinary nature cannot be regarded, in the absence of special circumstances, as being directly caused by such negligence.

These propositions seem to give due weight to the authorities, to reconcile them, and, if one may say so, to be clear and precise. It is to *Aldham's Case* that the lawyer will, we think, look in the future for enlightenment on this branch of the law.

Company Law and Practice.

Mortgages of Land as Debentures.

THE decision of the House of Lords in *Knightsbridge Estates Trust, Ltd.* v. *Byrne* is now reported (56 T.L.R. 652), and in the result the judgment of Luxmoore, J. (as he then was), to the effect that s. 74 of the Companies Act, 1929, does not apply to an ordinary mortgage by a company has been reversed. It is interesting to observe the attitude of the different courts which heard the case to the questions at issue. It may be remembered that the company mortgaged certain freehold property of which it was the owner to secure a sum which was repayable by eighty half-yearly instalments. After seven years the company desired to redeem the property but the mortgagees refused to accept payment and contended that redemption could only be effected by payments spread over the period of forty years provided by the mortgage. The company said that the provisions for payment over such a period were not enforceable (*a*) because they involved an infringement of the rule against perpetuities, and (*b*) because they were unreasonable and constituted a clog on the equity of redemption. The mortgagees resisted these contentions and further argued that as regards (*b*) the provisions of s. 74 of the Companies Act applied so as to prevent the application of the doctrine regarding the unreasonable postponement of redemption.

Luxmoore, J., the Court of Appeal and the House of Lords all agreed that the rule against perpetuities does not apply to a mortgage. Luxmoore, J., however, decided in favour of the company on the grounds that s. 74 of the Companies Act does not apply to an ordinary mortgage and that the provisions of the mortgage constituted a clog on the equity of redemption. This decision was reversed by the Court of Appeal on the ground that the provisions of the mortgage postponing the date of redemption were not objectionable, and no opinion was expressed on the question of the application of s. 74. The House of Lords affirmed the decision of the Court of Appeal, but on the ground that the mortgage was a debenture within s. 74, and therefore the provisions for repayment over the period of forty years were valid, and found no need to express any view on the question whether apart from that section the provisions of the mortgage were enforceable. In the upshot, therefore, the company lawyer has the advantage of the decision of the House of Lords as to the meaning of the word "debenture" in s. 74 of the Companies Act; while the conveyancer no doubt regrets the fact that the House of Lords was able to decide the case on this somewhat narrow ground and did not find it necessary to determine the more far-reaching question as to the validity of a provision making a mortgage irredeemable for so long a period as forty years.

What s. 74 of the Companies Act provides is this: "A condition contained in any debentures or in any deed for securing any debentures, whether issued or executed before or after the commencement of this Act, shall not be invalid by reason only that the debentures are thereby made irredeemable or redeemable only on the happening of a contingency, however remote, or on the expiration of a period, however long, any rule of equity to the contrary notwithstanding." The substance of this section first appeared in the Companies Act, 1907, and owed its origin to the circumstance that large sums had been borrowed by limited companies on debentures, the principal of which was by the terms of the debentures either not repayable at all or repayable only in certain events. Doubts had been expressed whether these restrictions on the right of redemption were valid, and it was to remove these doubts that this particular provision was made by the Act of 1907. The provision appeared in the 1908 Act in s. 103, which was in terms identical with those of the present s. 74.

Now it is clear on reading the section that if the word "debenture" comprises an ordinary mortgage, a company can validly grant a mortgage of its freehold property and preclude itself from redeeming for any length of time without regard, so far as the period of redemption is concerned, to any rules as to the invalidity of fetters on a mortgagor's right of redemption. In the 1908 Act the definition clause (s. 285) simply stated that "debenture includes debenture stock," and it was the opinion of the House of Lords in the case under discussion that in that Act the word "debenture" did not include a mortgage of land in ordinary form. That Act used the words "mortgage," "charge" and "debenture" as separate and distinct descriptive terms, and there was nothing in the definition clause to assist the view that debenture included mortgage.

If s. 103 of the 1908 Act, then, did not apply to an ordinary mortgage and s. 74 of the 1929 Act is found to reproduce word for word the provisions of s. 103, at first sight one would expect that the law had not been altered and that an ordinary mortgage continued to be outside the scope of s. 74. This view would be strengthened by the fact that as in the 1908

Act there are to be found separate references to "mortgages" and "charges." But when we come to the definition clause (s. 380) of the 1929 Act we find a change: the word "debenture," unless the context otherwise requires, includes "debenture stock, bonds and any other securities of a company whether constituting a charge on the assets of the company or not." If this definition applies to s. 74, then, having regard to the phrase, "any other securities," the word "debenture" in that section would include an ordinary mortgage.

The House of Lords found nothing in the context of s. 74 to require a more limited interpretation of the word "debenture" than that assigned to it by s. 380. Luxmoore, J., came to a different conclusion on the ground that the Act of 1929, being a consolidating statute, must be construed so as to exclude any amendment of the previously existing law. But in fact the extension of the meaning of debenture first appeared in the Companies Act, 1928, which was an amending Act, and the law consolidated by the 1929 Act was the law as amended by the 1928 Act. Accordingly, the provisions of s. 74, taken in conjunction with the definition section, apply to an ordinary mortgage, and though, as I have said, the wording of s. 74 is precisely the same as that of s. 103 of the 1908 Act, the former section has a wider application simply because of the change in the definition of debenture. It will be seen how narrow is the ground of the decision; but, as Lord Romer observed, to apply the provisions of s. 74 to an ordinary mortgage by a company produces quite a sensible result; indeed, if debentures in their popular sense may be made irredeemable "it would seem to be both absurd and inconsistent to forbid a company to make its ordinary mortgages of land also irredeemable." After all, a mortgage by a company can without difficulty be made, with slight adaptations, in the form of the ordinary debenture.

Although as a matter of strict interpretation the word "debenture" in s. 74 includes an ordinary mortgage, one cannot help sharing the suspicion of Lord Romer that when enacting that section the Legislature had not an ordinary mortgage in its contemplation. Section 74 is one of a *fasciculus* of sections (ss. 73–78) under the heading "Special Provisions as to Debentures." Of the remainder of those sections only one, it seems, could possibly refer to an ordinary mortgage; that one is s. 76, which provides that a contract with a company to take up and pay for any debentures of the company may be enforced by an order for specific performance. Generally speaking a contract to lend money cannot be specifically enforced, but this section makes an exception in the case of debentures, and, as in s. 74, this may include an ordinary mortgage. On the other hand, the phrase "take up and pay for" is hardly apt to describe lending money on an ordinary mortgage. Of the other sections in the *fasciculus*, s. 73, which confers on shareholders and debenture-holders the right to inspect the register of debenture-holders; s. 75 which confers a power to re-issue redeemed debentures; s. 77, relating to debentures to bearer in Scotland; and s. 78, providing for the payment of preferential debts by a receiver appointed of property subject to a floating charge, could not, I should have thought, refer to an ordinary mortgage. This *fasciculus* of sections appears in Pt. II of the Act, and other references to debentures in that part of the Act can hardly refer to an ordinary mortgage (see for example, ss. 34 *et seq.*, relating to prospectuses, and s. 67, providing for the issue by the company of certificates of debentures allotted or transferred).

However this may be, we have the decision of the House of Lords that s. 74 applies to an ordinary mortgage by a company, in which accordingly the time for redemption can be postponed for any period. But it must be remembered that s. 74 only sanctions the postponement of redemption and does not otherwise exempt debentures and mortgages from the rule as to clogs on the equity of redemption.

A Conveyancer's Diary.

(*Continued from p.* 299.)

Redemption of Mortgages.—II.

I DISCUSSED last week the first doctrine which has sprung from the equity of redemption, namely, that a mortgagor who pays the debt is entitled to get back his pledge in the same state (results of lapse of time only excepted) as that in which he formerly had it. This doctrine is that of "clogs" on equities of redemption properly so called. It is closely allied to another doctrine, with which it is frequently confused. This second doctrine is that within quite vague limits equity will interfere with contractual fetters upon the contractual right to redeem.

As everyone knows, the ordinary mortgage is made up of a series of cant phrases which do not mean what they say. The mortgagor demises his land for a long term to the mortgagee absolutely (before 1926 he used to convey the fee simple out and out). To this there is added a covenant by the mortgagor to pay principal and interest, and a proviso for cesser of the term in the event of the mortgage debt and interest being fully discharged in quite a short period, usually six months. On the face of such a transaction it would seem that the mortgagor can repay at any date in the first six months, and in such event would get his land back, but that if he fails to do so he loses the land altogether. Equity, of course, intervenes to allow him to get the land back on paying the principal, interest and costs at any time before the decree absolute for foreclosure. It also leans against provisions which seek to preclude the mortgagor from discharging the debt and freeing the land at any time.

So much is well established, but where the scope of the doctrine begins or ends is by no means clear. It is plain that *some* fetters on the right to redeem are allowed. Thus, in *Teevan* v. *Smith* (1882), 20 Ch. D. 724, Jessel, M.R., remarked (*obiter*): "Although the law" (i.e., equity) "will not allow a mortgagor to be precluded from redeeming altogether, yet he may be precluded from redeeming for a fixed period, such as five or seven years" (at p. 729). This more or less casual observation has been much played with, and I suspect that it is often thought of as authority for the proposition that five years or seven years is a suitable length of time for postponement. I do not think that is the true emphasis; what the learned judge is saying is that, whereas a bar on redemption for an indefinite period is not allowed, such a bar is allowed for a period of years fixed by the mortgage instrument. The primary test is fixity; but clearly there must also be a secondary test of reasonableness of length. Thus, if the mortgage is of a leasehold, it could not be reasonable for the right to redeem to be postponed until almost the end of the term of the lease.

The rule was applied in *Morgan* v. *Jeffries* [1910] 1 Ch. 620, where the lessee of an hotel mortgaged it to a brewer, and undertook, among other things, that he should not be entitled to redeem for twenty-eight years. It was held that the period of twenty-eight years was altogether unreasonable and unenforceable. Moreover, Joyce, J., pointed out that it makes a great difference in cases of this sort whether or not the provisions are mutual, i.e., whether it is not only the mortgagor that is debarred from redeeming for the fixed period, but also the mortgagee who is debarred from calling in the loan. There is, of course, no absolute rule requiring mutuality, but it is a serious factor in applying the test of reasonableness. Again, the relative positions of the parties have to be taken into account; in *Morgan* v. *Jeffries, supra*, they were a brewer and hotel keeper. The standard of reasonableness is obviously quite different in such a case from that which would be applied where the parties are two commercial companies of equal bargaining status.

The principle that parties may contract to keep a mortgage on foot for a fixed period has received a certain degree of

statutory recognition in the Trustee Act, 1925, s. 10, which permits trustee-mortgagees to contract not to call in the loan for a period not exceeding seven years. This section says nothing about mortgagors contracting not to pay off the loan for a fixed period; but nothing turns on that, as the Trustee Act is an Act conferring powers on trustees and not one for affecting the general law.

In considering those cases one has to bear in mind certain elementary commercial considerations, namely, that in a falling money market, or a market where the price of money is stable at a low level, mortgages are investments much sought after; it is almost a privilege to lend on mortgage, and a trustee who can promise not to call in the loan is in a better position to secure a mortgage investment than one who may call for payment at any time. Conversely, a borrower who will undertake not to pay off his loan and borrow elsewhere at the next fall in the price of money is in a stronger position than one who insists on keeping the right to redeem at short notice. As the whole doctrine is one for the benefit of mortgagors, it would be wrong to insist so rigidly on the unfettered right to redeem at any time as to prevent borrowers from making the best bargain available.

The doctrine was considered in *Knightsbridge Estates Trust* v. *Byrne* [1938] 1 Ch. 741; [1939] 1 Ch. 441. The fate of that case in the House of Lords ([1940] W.N. 168) is rather disappointing to those who are interested in the general doctrines relating to mortgages, as it went off on the point that the mortgage in question was a debenture within the definition contained in the Companies Act, 1929, s. 380, and so was capable of being made irredeemable under s. 74 of the same Act. But the whole of the general doctrine were fully discussed in the Court of Appeal, whose judgments therefore remain the highest recent authority on the equitable doctrine against bars on redemption. I should propose to examine the history of that case in detail next week. In the meantime, I shall conclude this general discussion of the two rules against impediments to the redemption of mortgages by a quotation which I find very puzzling. In "Selden's Table Talk," under the heading "Mortgage," I find this: "In case I receive a thousand pounds, and mortgage as much land as is worth two thousand to you, if I do not pay the money at such a day; I fail: whether you may take my land and keep it, in point of conscience? *Answer:* If you had my land as security only for your money, then you are not to keep it; but if we bargained so, that if I did not repay your thousand pounds my land should go for it, be it what it will; no doubt you may with a safe conscience keep it; for in these things all the obligation is *servare fidem*." This pronouncement seems to me very extraordinary. If the transaction is a mortgage at all (and that is the main premise) then the land is necessarily a mere security; but if the debtor, after every opportunity, will not or cannot pay, the whole idea is that he should lose his land. And I cannot imagine that there was ever a time when persons were so foolish as to part with their land for half its value, and only contemplate getting it back by payment in full before a fixed day. Perhaps the old idea of a mortgage was more different from ours than the modern cases would have us suppose. Perhaps some learned reader can enlighten me?

The number of deaths reported to London coroners during 1939 was 9,158, as against 8,907 in 1938, an increase of 251. The increase was largely occasioned by the greater number of people who met their deaths by accident, the number, 1,750, being 157 more than in 1938. 5,543 deaths occurred in hospitals and other institutions, including mental hospitals. The cases of suicide dealt with numbered 552, forty-two fewer than in 1938, and three verdicts of murder were returned as against eight in the previous year. Sixty deaths resulted from injury and fifty-seven from drowning; a verdict of "death from natural causes" was returned in 519 cases, and there were nine verdicts of "cause of death unknown." The total cost to the Council of inquiries made by the coroners and of inquests held during the year as £40,046.

Landlord and Tenant Notebook.

EMERGENCY LEGISLATION: SOME POINTS.

Effect of Calling Out.

THE scope of the protection afforded by emergency legislation now in force is illustrated by a decision in Ilford County Court, reported in *The Times* of 1st May. The plaintiffs, who were farmers, claimed possession of a service cottage. The defendant was the widow of a ploughman employed by them till his death in 1929 and whose son, similarly employed by them, had been called out for service under the Reserve and Auxiliary Forces Act, 1939. The widow was dependent on her son.

Section 4 (1) of the enactment authorises the making of Orders in Council making provision for "such consequential matters" as it appears to His Majesty in Council expedient to provide for by reason of the passing of the Act, subject to approval by parliamentary resolutions of the draft Order.

The Reserve and Auxiliary Forces (Consequential Provisions) Order, 1939 (No. 719), was made accordingly, and art. 1 (3) says: "Where a person was immediately before the beginning of the period of his service as a person called out residing in a dwelling-house . . . with any person wholly or partly dependent on him, and the premises were occupied by them or any of them by the licence of any other person, no right of the other person to terminate the licence shall be exercised during the period or within the period and the like duration following immediately after the end of the first-mentioned period, except with the leave of the High Court or the county court." Article 5 (*b*) provides: ". . . in relation to any dwelling-house of which a person was immediately before he was called out in occupation by licence of any other person, his occupation shall be deemed to be an interest in the premises, and any sum payable shall be deemed to be rent." Article 5 prevents landlords and owners from obtaining possession or recovering rent from persons called out except with leave of the court, which may grant stays, stipulate instalments, etc.

One point taken by the defence was that the wrong party was being sued; that the son should have been made a, or the, defendant. What the judge thought about that is not mentioned, but there is, I submit, not much substance in the contention. An action for the recovery of land can be brought against anyone in occupation, and others may be added (Ord. 5, r. 29, of the County Court Rules). The County Courts Act, 1934, did away with the distinction between actions for possession and actions for ejectment, and the defendant was sued as being a trespasser; but even before the Act it was not necessary to institute proceedings against everyone who might be or feel concerned (see *Berton* v. *Alliance Economic Investment Co.* [1922] 1 K.B. 742 (C.A.)).

But the plea that the article set out above applied to the defendant succeeded, the learned judge holding that both she and her son were licensees within its meaning. In so holding Judge Trevor Hunter followed the authority of *National Steam Car Co.* v. *Barham* (1922), 122 L.T. Rep. 315, a decision which illustrated the limits of the 1915 Rent, etc., Restrictions Act. The plaintiffs in that case placed an employee, whom they required to live near his work, in a dwelling, his wife and child accompanying him; no rent was charged, but wages were, of course, fixed accordingly. Three years later the employee was transferred to a different part of the country; his wife and child remained in the old place; on receipt of a notice to quit they offered to pay rent, but the plaintiffs claimed possession. A. T. Lawrence, J., held that the Rent Act did not apply when the occupier was a servant occupying for the purposes of his employment. The county court judge of Ilford County Court has now held in effect that the regulations made under the Reserve and Auxiliary Forces Act, 1939, have supplied the deficiency, and there can be little doubt that such is the intention.

It followed that leave must be obtained before the licence could be determined. His Honour went on to say that, treating the proceedings as an application for such licence, it must be refused; and while it is of course easy to criticise any decision which depends on the exercise of discretion, one cannot but observe that a determination which entitles an occupier to a cottage rent free for the duration of the war (to quote *The Times* headlines) is a little startling. The defendant had herself offered to pay a rent of 2s. a week, the County Agricultural Committee's valuation.

From the point of view of law, there is one argument I would have seen advanced, namely, that the regulations made were *ultra vires*. "To make provision for such consequential matters as it appears to him expedient to provide for by reason of the passing of this Act," connotes a wide power indeed, but not an unlimited one, though s. 4 (1) goes on to mention "and may by such Order modify any enactment relating to such matters." The subjective expediency test does not govern the whole of the power; the objective consequence test has to be passed first. Questions of cause and effect are inclined to be arguable, and it might well be contended that a provision depriving a farmer of the use of a service cottage without compensation goes further than is warranted by a power to make provision for matters consequential to the passing of the Reserve and Auxiliary Forces Act, 1939.

Leave to Destrain.

The Courts (Emergency Powers) Act, 1939, s. 1 (2) (*a*) (i), prohibits the levying of distress without leave in the case of pre-war tenancies. High Court and County Court (Emergency Powers) Rules (r. 15 and r. 16 respectively) provide for originating summons and application respectively. It follows that the tenant has ample notice of his landlord's intentions. Bearing in mind that the restriction is on the right to levy, and not on the right to sell, has the landlord any remedy if in the meantime all potential distress is removed?

I think that the Distress for Rent Act, 1737, would avail him in most cases; that is, there would be little difficulty in establishing that the removal was fraudulent. But it should be noted that, as regards distraining, there is a time limit of thirty days from the removal.

The 1939 Rent Act and Long Leases.

Dealing with "Letting for the Duration" in the "Notebook," of 27th April, I suggested that protected dwelling-houses might still become decontrolled if sitting tenants would accept grants for not less than two years. This suggestion, as has been kindly pointed out by a correspondent, was ill-founded. It was based on the absence of any reference to s. 2 of the 1923 Rent Act in the 1939 Act, 1st Sched.; my attention has now been drawn to the virtual repeal of the relevant part of that section by the 1938 Act.

Our County Court Letter.

THE ENFORCEMENT OF MORTGAGES.

In a recent case at Birmingham County Court a building society applied for leave to enter into possession of mortgaged land and to exercise their power of sale. The case for the respondent mortgagor was that he had offered to pay £1 a month towards the arrears (£35 15s.) in addition to the current monthly instalments. Nevertheless, the applicants had advertised the house for sale with vacant possession. His Honour Judge Dale observed that, if anyone had agreed to purchase the property, the applicants could not have performed their contract. They might therefore have been sued for damages. The taking of a step in selling the house was an exercise of a remedy, and to do this, without leave of the court, was a breach of the Courts (Emergency Powers) Act. It was an indication that improper pressure was being exercised upon the mortgagor, and any future step of that nature would be regarded as a breach the Act. An order was made as asked, to be suspended on payment of amounts as offered.

REDUCTION OF CAPITAL.

In a recent case at Kidderminster County Court (*In re P. Owen and Sons, Ltd.*) a petition was heard for a reduction of capital. The company was incorporated in April, 1929, with a registered capital of £2,500, in shares of £1 each. It took over a family business of motor coach and omnibus proprietors, which was sold at a profit in 1939. The sale only comprised the public vehicle undertaking, however; and the company still had a small garage business. In order to repay capital, it was proposed to reduce the nominal value of each share from 20s. to 1s. The trade debts were £44, and the necessary resolutions had been passed by two brothers. As directors, they retained the power to re-issue shares, if necessary. His Honour Judge Roope Reeve, K.C., stated that, subject to the filing of an affidavit by the chairman of directors, in the prescribed form, and also a list of debts, the order would be made, as asked, in confirmation of the reduction of capital.

REPAIRS TO MOTOR CATTLE FLOAT.

In *Cutmore* v. *Green*, at Braintree County Court, the claim was for £24 4s. 4d. for damages for negligence. The case for the plaintiff was that his cattle float was conveying a horse, when a noise was heard in one of the wheels. The float was taken into the defendant's garage, where repairs were executed. On being driven again, the rear wheels of the float caught fire and the subsequent repair bill was £17 12s. 10d. The trouble was found to be due to the fact that the two ballraces had been put into the rear wheels in opposite directions. His Honour Judge Hildesley, K.C., gave judgment for the plaintiff, with costs.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

SUNSTROKE NOT AN ACCIDENT.

In *Roberts* v. *Postmaster-General* at Wellington County Court, the applicant's case was that, while performing his duties as a postman on the 25th August, 1937, he had had an attack of giddiness after walking up a hill in the sun. Symptoms of paralysis appeared, and the applicant had massage and electrical treatment to his left arm and leg. He was subsequently retired, for health reasons, with a gratuity of £55. After twenty-five years in the army, the applicant served three years as a postman, with only a few half-days off through illness, prior to the above attack. His partial disability thereafter entitled him to an award. After hearing medical evidence on both sides, His Honour Judge Samuel, K.C., sitting with a medical assessor, held that the applicant had not discharged the onus of proof that his incapacity resulted from his employment. No award was made, and an order for costs was made in favour of the respondent.

Obituary.

SIR TERENCE O'CONNOR.

Sir Terence O'Connor, K.C., M.P., Solicitor-General since 1936, died on Wednesday, 8th May, at the early age of forty-nine. After serving in the last war with the H.L.I. and later with the West African Frontier Force, Sir Terence was called to the Bar by the Inner Temple in 1919, and took silk ten years later. In 1924 he entered Parliament and was Conservative Member for Luton until 1929. From 1930 he has represented Central Nottingham. Sir Terence received the honour of knighthood in 1936, and in the same year was elected a Bencher of his Inn. In addition to his success at the Bar and in the House, Sir Terence will be long remembered for his witty and forceful personality and as a sportsman who despite arduous professional and public duties was not to be deterred from riding, and riding successfully, his own horses at the Pegasus Club Meeting.

To-day and Yesterday.

LEGAL CALENDAR.

6 MAY.—There were nine death sentences for the Recorder of London to pass on the 6th May, 1786, when the Old Bailey Sessions ended. Two highwaymen, two burglars and a coiner stood capitally convicted. Then there were a young man who, though the son of a gentleman of fortune, had indulged in horse stealing, and a soldier who had extorted money from a gentleman under threat of a false accusation. Two women were also condemned, one for coining and the other for making a false oath to get probate of a seaman's will. All " appeared more affected than usual on receiving sentence and each kneeled down when first brought to the bar, but the agitation and cries of the two women were too shocking for description, particularly of her who is to be burnt "—that was the coiner.

7 MAY.—On the 7th May, 1787, Mr. William Cockle, of Gray's Inn, took the oaths prescribed on becoming a serjeant-at-law. His forceful style and personality won him an immense reputation on the Northern Circuit. Once a party to an action at one of the assize towns said to his legal advisers who were hopeful of success : " I am much obliged to you, gentlemen, but it won't do—it can't do. The almighty is against us." " Are you mad ? " exclaimed his counsel. "What has the Almighty to do with your cause ? " " I don't mean Almighty God, sir," replied the man. " I mean Serjeant Cockle. He's on t'other side."

8 MAY.—The trial of Captain Kidd for murder opened at the Old Bailey before Lord Chief Baron Ward on the 8th May, 1701.

9 MAY.—In eighteenth century England lotteries were not yet illegal, but there were abuses to be dealt with. On the 9th May, 1755, Peter Lehcup, one of the receivers of a £300,000 lottery, was fined £1,000 after a trial at bar in the King's Bench. Three irregularities were alleged against him. He had received subscriptions before the day advertised. He had allowed subscribers to use different names so as to purchase more than twenty tickets each. He had disposed of tickets which had been ordered but not claimed. He paid his fine immediately in court.

10 MAY.—On the 10th May, 1736, Henry Justice, of the Middle Temple, was sentenced at the Old Bailey to seven years' transportation for stealing books from the library of Trinity College, Cambridge. He begged that as the court had a discretionary power he might be burnt in the hand instead, pleading his family, his clients, with whom he had several great concerns, and even the benefit of the university, since he had several of its books, some in the hands of friends and some in Holland, which could not be recovered if he were transported. The Deputy Recorder in passing sentence told him, of course, that his education and profession aggravated his crime.

11 MAY.—On the 11th May, 1750, the Black Sessions opened at the Old Bailey. During their tragic course the infection generated by the unwholesome air of the court brought death to at least forty persons, including the Lord Mayor of London and two judges. There is no doubt that the real cause of the disaster lay in the pestilential condition of Newgate Gaol, foul and overcrowded, and in the filthy state of the prisoners brought into court. It is, however, a curious circumstance that the fatal fever spread among those who sat on the side to the left of the Lord Mayor while those on the right escaped.

12 MAY.—On the 12th May, 1749, the Court of King's Bench tried an action between a pawnbroker and some shoemakers and a constable for trespass, assault and carrying away goods which he alleged belonged to him, " but it appearing that he had often taken leather in pawn from the defendants' journeymen contrary to an express statute and that the defendants acted under the authority of that statute and that none of the plaintiff's goods were taken away, he was non-suited with double costs."

THE WEEK'S PERSONALITY.

The memory of Captain Kidd has suffered two very remarkable distortions. This respectable captain, whose latent weakness of character caused him in middle age to take to a rather half-hearted and almost furtive course of piracy, at a time when salt water robbery and murder flourished luxuriantly, has achieved a reputation for villainy above that of Morgan or any of the other experts. On the other hand, writers have been found to go to the other extreme of suggesting his complete innocence and representing him as a victim sacrificed by an unfair trial to cover up a government scandal. Neither portrait seems true, for though posterity has inordinately blackened his character, his trial was properly conducted according to the procedure of the period and, even accepting his own story, the papers which he claimed the Admiralty withheld would not have cleared him of the charges of murder and piracy which were brought home to him. In the picturesque setting of his time the story of the policeman turned thief has a special fascination. When he set sail in the " Adventure " in 1696, on an officially sponsored expedition to suppress piracy, no one could have foreseen that five years later he would stand convicted of that very crime, after a brief and unprofitable career of lawlessness.

JUSTICE AND THE ARTS.

At the Law Courts recently a violinist was called upon to give a performance in one of the consultation rooms to establish the effect on his skill of a motor accident injury to the index finger of his left hand. The ordeal was not so severe as that imposed on the plaintiff in the case of *Belt* v. *Lawes*, a Victorian *cause célèbre*. The plaintiff, a sculptor, had been accused of only pretending to execute the works attributed to him, of using a good business head to obtain commissions for busts in fashionable society while he employed " ghosts " in a secret studio to do the work, which he was quite incapable of performing himself. The court became a veritable museum of sculpture and nearly all the Royal Academicians gave expert evidence against him. On the fourth day of the trial the judge announced : " It is my intention to have a stage erected in court and to let Mr. Belt do some of his work while the trial is going on—I mean execute some sort of bust of an independent individual. I will not suggest Mr. Russell or Sir Hardinge Gifford "—the respective leaders engaged in the case. " I should like to do your lordship," said the plaintiff, who was then in the witness-box.

DEMONSTRATION AT THE COURTS.

In the end it was decided that the plaintiff should be accommodated in an adjoining room, where he could work under proper supervision on a test bust. After several days he finished it, and though the defendant's experts stoutly denied its artistic merit, the jury eventually awarded him £5,000. The trial had lasted more than a year. A similar expedient was resorted to in a case that came before the German courts about six years ago. An unemployed worker, who had spent his time studying landscape painting, displayed such talent that the Mecklenburg State Ministry promised him a scholarship. Two other artists then accused him of copying their pictures, and when the case came to court the judge suggested that he should paint the scene from the window. He did this so well that the case against him was stopped. The case of *Burr* v. *Duryee* in the Supreme Court of the United States is notable in something the same way, for at the trial the whole business of making hats, from the disintegrating of the fur to the production of the hat-body was carried on in court.

Notes of Cases.

Court of Appeal.

Re Courts (Emergency Powers) Act, 1939; Metropolitan Properties Co., Ltd. *v.* Purdy.

Slesser, MacKinnon and Goddard, L.JJ.
16th January, 1940.

COURTS (EMERGENCY) POWERS—LANDLORD AND TENANT—TENANT UNABLE TO PAY RENT BECAUSE OF EFFECT OF WAR ON BUSINESS—LANDLORD'S APPLICATION FOR LEAVE TO DISTRAIN—DISCRETION OF COURT—COURTS (EMERGENCY POWERS) ACT, 1939 (2 & 3 Geo. 6, c. 67), s. 1 (4).

Appeal from an order of Tucker, J., in Chambers.

The appellant was a hotel proprietor, and the respondent company were his landlords. The effect of the war on the appellant's business was such that he was unable, immediately, to pay the rent due, but there was evidence that his receipts were still sufficient to enable him to carry on the business if he were released from the immediate obligation to pay rent and rates, whereas, if the landlords distrained, the business would have to be closed down. The landlords issued a summons, which came before Master Moseley, under s. 1 of the Courts (Emergency Powers) Act, 1939, for leave to distrain for the arrears of rent. The Master decided that the appellant had discharged the burden, laid on him by s. 1 (4) of the Act, of showing that "the person liable . . . to pay the rent . . . is unable immediately to do so by reason of circumstances directly or indirectly attributable to any war in which His Majesty may be engaged . . ." and refused the company leave to distrain. The company appealed to Tucker, J., in chambers, contending that the tenant ought not to be allowed in effect to carry on business at the landlord's expense. Tucker, J., made an order permitting the landlords to distrain, but he directed that the order should be suspended if the appellant paid a certain sum before the end of December and a specified sum monthly thereafter. Against that order the present appeal was brought.

SLESSER, L.J., said that, as had been said in *Stirling* v. *Norton* (1915), 31 T.L.R. 293, with reference to the Courts (Emergency Powers) Act, 1914, the question whether leave should be given to enforce a debt was in the absolute discretion of the court. It had, however, been held by the House of Lords that if the discretion as exercised might result in injustice, the Court of Appeal had power to exercise its own discretion in the matter. In the present case it was impossible to say that Tucker, J.'s decision would result in injustice. The result was rather to protect the interests of both parties. The respondent company were themselves liable for ground rent; it would be invidious if they were rendered unable to discharge it. The argument that it would not be to the company's advantage to exercise their powers of distraint was outside the sphere of the court, although it was to be hoped that they would watch the progress of the appellant's business; if matters became worse it might be in their own interest not to distrain. The appeal must be dismissed.

MACKINNON and GODDARD, L.JJ., agreed.

COUNSEL: *Roberts*, K.C., and *Farmiloe*; *Sandlands*, K.C., and *Beecroft*.

SOLICITORS: *Gellatly, Son & Taylor*; *McKenna & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re Gaumont-British Picture Corporation, Ltd.

Crossman, J. 8th April, 1940.

COMPANY—INVESTIGATION—BOARD OF TRADE INSPECTOR—EXAMINATION OF AFFAIRS OF COMPANY—REFUSAL TO ANSWER QUESTION IN PRESENCE OF SHORTHAND WRITER—CONTEMPT OF COURT—COMPANIES ACT, 1929 (19 & 20 Geo. 5, c. 23), s. 135.

Upon an application by over 10 per cent. of the shareholders of the company, the Board of Trade, under s. 135 of the Companies Act, 1929, appointed the applicant as an inspector to investigate the affairs of the company. On the 10th January, 1940, the applicant summoned the respondent, who was the managing director of the company, for examination. The respondent attended but he refused to be examined in the presence of the shorthand writer, who had been instructed by the applicant to take a note of the proceedings. The respondent contended that s. 135 did not authorise the presence of a shorthand writer and further, that, as the examination would involve the disclosure of the private affairs of the company, he was not prepared to divulge the information to a third person. By this motion the applicant asked that the court might inquire into the refusal of the respondent to answer any questions put to him by the applicant. Section 135 (5) provides that: "If any officer . . . of the company refuses . . . to answer any question which is put to him by the inspectors with respect to the affairs of the company, the inspectors may certify the refusal under their hand to the Court, and the Court may thereupon inquire into the case and . . . punish the offender in like manner as if he had been guilty of contempt of Court."

CROSSMAN, J., said the House of Lords, in *Hearts of Oak Assurance Co.* v. *Attorney-General* [1932] A.C. 392, had held that, while an examination under the Friendly Societies Act, 1896, and the Industrial Assurance Act, 1923, was not a legal proceeding and ought to be held in private, this did not prevent the inspector from admitting any persons, the presence of whom he considered reasonably necessary to enable him properly to carry out his duty under the statute. The same principle applied here. The question was whether the presence of the shorthand writer was reasonably necessary to enable the inspector to carry out his duty under the statute. In the learned judge's opinion it was necessary. The respondent was not justified in refusing to answer questions and he was, in effect, in the same position under subs. (5) as if he had been guilty of contempt of court; but, as he had apologised, no punishment would be imposed otherwise than by ordering him to pay the party and party costs.

COUNSEL: *The Attorney-General* (Sir Donald Somervell, K.C.) and *Andrewes-Uthwatt*; *C. E. Harman*, K.C., and *H. C. Marks*.

SOLICITORS: *Solicitor to the Board of Trade*; *Lawrance, Messer & Co.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

In re Demarest's Settlement Trusts; Chase National Executors and Trustees Corporation, Ltd. *v.* Attorney-General.

Bennett, J. 9th April, 1940.

REVENUE—ESTATE DUTY—WAR LOAN ISSUED EXEMPT FROM BRITISH TAXATION IF IN OWNERSHIP OF PERSON NOT RESIDENT IN THE UNITED KINGDOM—AMERICAN SETTLEMENT OF WAR LOAN—BENEFICIARY RESIDENT IN ENGLAND—LIABILITY TO ESTATE DUTY—FINANCE ACT, 1894 (57 & 58 Vict., c. 30), s. 2 (1) (*c*)—FINANCE (No. 2) ACT, 1915 (5 & 6 Geo. 5, c. 89), s. 47.

Section 47 of the Finance (No. 2) Act, 1915, authorised the Treasury during the war to issue securities with a condition that neither the capital nor interest should be liable to taxation "so long as it is shown in manner directed by the Treasury that the securities are in the beneficial ownership of persons who are neither domiciled nor ordinarily resident in the United Kingdom, and securities issued with such a condition shall be exempt accordingly." Three and a half per cent. War Loan was issued under this power, and the prospectus on its issue stated that it would be exempt from British taxation, if it was shown the ownership was such as to bring the case within s. 47. By a settlement made on the 11th February, 1935, the settlor, who was domiciled and

ordinarily resident in the United States of America, settled £5,000 of this 3½ per cent. War Loan Stock for the benefit of his grandson, who was resident in England. The plaintiffs, the trustees of the settlement, were an English company with a registered office in London. The settlor died within three years of making the settlement, and the trustees by this summons asked whether any estate duty was payable under s. 2 (1) (*c*) of the Finance Act, 1894, on the death of the settlor in respect of the settled fund.

BENNETT, J., said that it was for the plaintiffs to show that they were entitled to the benefit of s. 47 of the Act of 1915. They were an English company holding the stock in trust for a beneficiary who was ordinarily resident in the United Kingdom. In these circumstances they could not maintain that they were within s. 47, and estate duty was payable on the value of the settled funds at the date of the death of the settlor.

COUNSEL: *Scrimgeour*; *J. H. Stamp* for *The Attorney-General.*

SOLICITORS: *Linklaters & Paines; Solicitor of Inland Revenue.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

In re Sykes; Younghouse *v.* Sykes.

Bennett, J. 11th April, 1940.

WILL—CONSTRUCTION—OPTION TO PURCHASE SHARES—DONEE DIES WITHOUT EXERCISING OPTION—WHETHER PERSONAL REPRESENTATIVES OR ASSIGNEE CAN EXERCISE OPTION.

The testator, at the date of his death in 1916, was the owner of certain shares in a limited company then standing in the name of his son E. By his will he declared that upon the decease of his wife or the previous realisation of the shares his son E should have "the option of purchasing and becoming absolute owner" of the shares. In July, 1932, E, by deed, assigned the benefit of the option to the trustees of a settlement to secure an annuity for his wife. The testator's widow died in May, 1939. E died in June, 1939, without having exercised the option. In November, 1939, E's executors gave notice in writing purporting to exercise the option, and in February, 1940, the trustees of the assignment of 1932 also gave notice purporting to exercise the option. This summons was taken out by one of the trustees of the testator's will for the determination of the question whether the option to purchase the shares had been validly exercised since E's death by his executors or by the trustees.

BENNETT, J., said in "Jarman on Wills," 7th ed., vol. I, at p. 73, there occurred this passage: "An option to purchase given by will to A.B., is *prima facie* personal to him, and does not pass to his executors on his death . . . ," and in support of that proposition *In re Cousins* (1885), 30 Ch. D. 203, was cited. The learned editors went on to state that the will might be so expressed as to confer a transmissible interest, and in support of that proposition an Irish authority, *Belshaw* v. *Rollins* [1904] 1 Ir. R. 284, was cited. It had been contended that *Re Cousins*, *supra*, laid down no general principle. That view could not be accepted. The Court of Appeal in that case had distinguished the case of a will from that of an option granted by contract. The court there laid down the principle that *prima facie* an option given by will was personal, and that if the contrary was to be held there must be found in the will some indication that it was to be exercisable by the executors of the person to whom it was given. No such intention was shown in his will and the option was accordingly only exercisable by the son.

COUNSEL: *E. M. Winterbotham; Turnbull; T. Burgess; Jopling.*

SOLICITORS: *Skelton & Co.*, Manchester; *S. F. Miller, Mathews & Co.*, for *Taylor, Kirkman & Mainprice*, Manchester.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

Re Evans; Hewitt *v.* Edwards.

Farwell, J. 18th April, 1940.

WILL—CONSTRUCTION—FORFEITURE ON ANY CHILD BECOMING A CONVERT TO THE ROMAN CATHOLIC RELIGION—UNCERTAINTY—CHILD CONVERTED DURING LIFE OF TESTATOR—OPERATION OF FORFEITURE CLAUSE.

The testator, who died on the 29th August, 1922, gave his residuary estate to trustees upon the usual trusts for sale, conversion and investment. After the death of his wife, he directed his trustees to stand possessed of his residuary estate upon trust for his children in equal shares. Each child's share was to be held by the trustees upon common form trusts for the child for life with remainder to its children. By clause 12 of the will the testator provided "that any child or grandchild of mine who may at any time become a convert to the Roman Catholic Religion shall thereupon *ipso facto* forfeit the right to any income or capital in my trust estate and that upon any child becoming such a convert his or her share shall immediately pass by way of accretion to the share of my other child or children." The testator's widow died in 1939 and the interests of the children then vested in possession. The testator had seven children who were all defendants to this summons. The first defendant, D, was a daughter who, in 1920, had married a Roman Catholic. On the 14th May, 1922, during the lifetime of the testator, she was conditionally baptised according to the rites of the Roman Catholic Church and became a member of that Church. Her daughter, the second defendant, who was born in 1921, was being brought up as a Roman Catholic. This summons was taken out by the trustees of the will for the determination of the question whether D had forfeited her life interest under the will.

FARWELL, J., said it had been argued that this forfeiture clause was void for uncertainty and the decision of Morton, J., in *In re Blaiberg* [1940] W.N. 108; 84 SOL. J. 287, was cited in support of that proposition. That case was not comparable. There the forfeiture clause was contemplating a state of mind. In the present case, if a person became a convert to the Roman Catholic faith, he had to do definite overt acts and had to be admitted into the Roman Catholic Church. It was possible for the court to say with certainty whether such acts had been performed or not. The clause therefore did not fail for uncertainty. It was further argued that the clause only contemplated a forfeiture in the case of a conversion after the testator's death. The words "*ipso facto*" in clause 12 contemplated that the beneficiary was in possession of some right, which was to determine immediately on conversion to the Roman Catholic Religion. If the conversion occurred before the testator's death, the beneficiary could not *ipso facto* forfeit the right, because at that time there was no right to forfeit. On the true construction the clause did not operate so as to cause a forfeiture by reason of a conversion which took place before the testator's death.

COUNSEL: *A. C. Nesbitt; Donald Cohen* (for *Andrew Clark*, on war service); *Burnett-Hall* (for *Ungoed-Thomas*, on war service).

SOLICITORS: *Pennington & Sons; Gustavus Thompson & Sons*, for *William Roche & Sons*, Dublin.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

High Court—King's Bench Division.

Goodchild *v.* Romford Borough Council.

Stable, J. 19th March, 1940.

LOCAL GOVERNMENT—AIR-RAID PRECAUTIONS—OWNER OF PROPERTY DIRECTED TO PROVIDE AIR-RAID SHELTER—PROPERTY CONSISTING OF SHOPS AND OFFICES IN STRUCTURAL UNIT LEASED TO VARIOUS TENANTS—NOT A "COMMERCIAL BUILDING"—NOTICE INVALID—CIVIL DEFENCE ACT, 1939 (2 & 3 Geo. 6, c. 31), s. 16 (1).

Action tried by Stable, J.

The plaintiff, Goodchild, was the owner of premises in Romford. The defendants, Romford Borough Council, acting under s. 16 (1) of the Civil Defence Act, 1939, served on the plaintiff as the owner of a "commercial building" written notice requiring him to provide air-raid shelter of the approved standard for persons working or living in the building, In 1933, the plaintiff had conveyed part of his land in Romford to a company called Upsons, Ltd., who undertook to develop the land purchased by building part of an arcade, with shops. The plaintiff undertook to develop in a similar way the part of the land which he retained; and it was agreed that he should have the right to tie the part of the arcade which he built to that part built by Upsons, Ltd. The building ultimately so completed consisted of shops, above which were two storeys of offices. The building had frontage to two streets between which the arcade, which was called the Quadrant Arcade, with its shops, formed a passage. The shops were let to various tenants who had the right of passage through the arcade, and the offices above the shops were also let. The defendant council having served the notice under the Act of 1939 on Goodchild in respect of his part of the premises above described, he brought this action claiming a declaration that these premises were not a commercial building within the meaning of the Act, and a declaration that the notice served on him was therefore invalid. The council counter-claimed a declaration that the premises in question did constitute a commercial building for the purposes of the Act. By s. 89 (5) of the Act of 1939: "In this Act the expression 'commercial building' means a building in which more than fifty persons work . . . provided that (i) no building which forms part of any factory premises . . . shall be deemed to be a commercial building."

STABLE, J., said that it might be very difficult to define a building. Counsel for the corporation had considerable difficulty in saying of what building the plaintiff was the owner. The structure in question was not a building. It was not easy to say of how many buildings the structure consisted without going through the whole arcade. It was argued that this conglomeration of commercial premises, with its rows of shops and its offices, constituted a "commercial building." What, however, could be said to make all these premises into one entity? It could not be the plaintiff's ownership, because a part was owned by Upsons, Ltd.; and in any event a collection of different premises could not be turned into one building because they all happened to belong to the same man. That there was a certain structural unity was no more than could be said of every street consisting of houses which happened to touch one another. Again, the fact of common access to the arcade was not conclusive. There was no real parallel between such an arcade and a staircase in a building. His lordship, reviewing the authorities, referred to *Attorney-General* v. *The Mutual Tontine Westminster Chambers Association, Ltd.* (1876), 1 Ex. D. 469; *Moir* v. *Williams* [1892] 1 Q.B. 264; *Kimber* v. *Admans* [1900] 1 Ch. 412; *Grant* v. *Langston* [1900] A.C. 383; and *Ilford Park Estates* v. *Jacobs* [1903] 2 Ch. 522. All these cases came down to the question of fact whether, having regard to the Act under consideration, the building in question was one building or not. The present building was really a number of buildings, each of which would be a commercial building if large enough to have fifty persons working in it. They could not be pooled merely because they were joined by walls or belonged to one man. The case did not come within the Act of 1939, which called on the owner of what was clearly a building in which more than fifty persons were at work to provide them with air-raid shelter. The obligation to provide such shelter here appeared to rest on the local authority, and there was no reason for shifting it on to the plaintiff. The action succeeded.

COUNSEL: *Cartwright Sharp*, K.C., and *A. Karmel* (for *D. Murphy*, on war service); *Denning*, K.C., and *P. C. Lamb*.

SOLICITORS: *Hunt & Hunt*; *Sharpe, Pritchard & Co.*, for *J. Twinn*, Romford.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Swift *v.* Barrett.

Hawke, Charles and Hilbery, JJ.
8th April, 1940.

ROAD TRAFFIC—TRAFFIC SIGN—DRIVER CHARGED WITH FAILING TO CONFORM TO INDICATION GIVEN—DUTY OF PROSECUTION TO PROVE THAT SIGN OF PRESCRIBED SIZE, COLOUR AND TYPE—ROAD TRAFFIC ACT, 1930 (20 & 21 Geo. 5, c. 43), ss. 48, 49.

Appeal by case stated from a decision of Wiltshire justices.

An information was preferred by the respondent, Thomas Barrett, the superintendent of police, Warminster, against the appellant, Eustace Musker Swift, charging him with having committed an offence under s. 49 of the Road Traffic Act, 1930, by failing to conform to the indication of a traffic sign lawfully placed on or near the public highway in accordance with s. 48 of the Act. At the hearing of the information the following facts were proved or admitted. On 1st July, 1939, the appellant was driving a motor car on the Amesbury Road in the parish of Wylye, Wiltshire. Near the road was a sign marked "Halt at major road ahead." The appellant, however, did not bring his motor car to a halt as directed by the sign at the yellow line at the junction of the Amesbury Road with the minor road leading from Salisbury to Warminster. The appellant was stopped and told that he had committed an offence by a police constable, who had a clear view of the road junction. It was contended for the appellant, *inter alia*, that there was no evidence that the sign in question was of the prescribed size, colour and type, or of another character authorised by the Minister under s. 48 of the Road Traffic Act, 1930. It was contended for the respondent that the legality of the sign and its correctness of position had been strictly proved at a sitting of the petty sessional court for the Warminster division on 5th August, 1937. The justices convicted the appellant and fined him 10s. The present appeal was brought against that decision.

HAWKE, J., said that in his opinion the appeal should be allowed.

CHARLES, J., agreed.

HILBERY, J., said that, under s. 49 of the Road Traffic Act, 1930, "... where any traffic sign ... has been lawfully placed on or near any road in accordance with the provision of the last preceding section, any person driving ... any vehicle who ... (*b*) fails to conform to the indication given by the sign, shall be guilty of an offence." By s. 48 (2): "Traffic signs shall be of the prescribed size, colour and type ..." By s. 121, "prescribed" meant "prescribed by regulations." On the trial of the charge against the appellant all that had been proved about the sign in question was "that there was placed on or near the said road a sign for regulating the movement of traffic, namely, a 'Halt at major road ahead' sign," and there the prosecution left that topic. The offence constituted under s. 49, however, was not merely disregarding a traffic sign. What the prosecution had to prove was the disregarding of a sign lawfully placed on or near the road and which complied with s. 48 (2). A link in the chain of evidence was accordingly missing. There was no practical difficulty in supplying that link in order to establish the offence charged, but the prosecution had failed to do so. The conviction must, therefore, be quashed.

COUNSEL: *Holroyd Pearce*; *E. G. Woodward*.

SOLICITORS: *Davey & Thompson*, for *Mercer & Swift*, Canterbury; *Darley, Cumberland & Co.*, for *Wansbroughs, Robinson, Tayler & Taylor*, Devizes.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Rules and Orders.

[S.R. & O., 1940, No. 645/L. 9.]

THE DISTRICT REGISTRIES ORDER IN COUNCIL, 1940.

At the Court at Buckingham Palace, the 30th day of April, 1940.

PRESENT.

The King's Most Excellent Majesty in Council.

Whereas it is enacted by section 84 of the Supreme Court of Judicature (Consolidation) Act, 1925,* that His Majesty may by Order in Council from time to time direct that there shall be in such places as are specified in the Order District Registries of the High Court for districts to be defined in the Order;

And whereas it is desirable that the districts of the District Registries of the High Court should be enlarged in the manner hereinafter set out, and that there should be District Registries of the High Court at certain places in addition to the places at which there are now District Registries:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered as follows:—

1.—(1) There shall be District Registries of the High Court at the places specified in the First Column of the Schedule to this Order.

(2) For the purpose of this Order, the name of every place so specified shall be deemed to be the name of the District Registry at that place.

(3) The District of every such District Registry shall be the area comprising the County Court Districts for the time being of the County Courts specified in the Second Column of the Schedule opposite the name of the District Registry in the First Column.

2. The existing Orders in Council relating to District Registries of the High Court shall cease to have effect so far as they define the Districts of District Registries.

3. The Interpretation Act, 1889,† shall apply for the purpose of the interpretation of this Order as it applies for the purpose of the interpretation of an Act of Parliament.

4. This Order may be cited as the District Registries Order in Council, 1940, and shall come into operation on the 1st day of July, 1940.

Rupert B. Howorth.

* 15 & 16 Geo. 5, c. 49. † 52 & 53 Vict., c. 63.

SCHEDULE.

District Registries.	Districts defined by reference to County Court Districts.
ABERYSTWYTH ..	Aberayron, Aberystwyth, Dolgelley, Machynlleth.
BANGOR	Bangor, Llangefni, Holyhead and Menai Bridge.
BARNSLEY	Barnsley.
BARNSTAPLE	Barnstaple, Bideford, Holsworthy, South Molton, Torrington.
BARROW IN FURNESS ..	Barrow in Furness and Ulverston.
BATH	Bath, Chippenham, Devizes, Frome, Melksham, Trowbridge, Warminster, Wells.
BEDFORD	Bedford, Biggleswade, Bletchley and Leighton Buzzard, Hitchin, Luton.
BIRKENHEAD	Birkenhead.
BIRMINGHAM	Atherstone, Birmingham, Redditch, Tamworth.
BLACKBURN	Accrington, Blackburn and Clitheroe.
BLACKPOOL	Blackpool.
BOLTON	Bolton.
BOSTON	Boston, Holbeach, Sleaford, Spalding, Spilsby and Skegness.
BOURNEMOUTH	Blandford, Bournemouth, Poole, Ringwood, Swanage, Wimborne Minster.
BRADFORD	Bradford, Keighley, Skipton.
BRIDGEND	Bridgend.
BRIDGWATER	Bridgwater.
BRIGHTON	Arundel, Brighton and Lewes, Haywards Heath, Horsham, Petworth, Worthing.
BRISTOL	Bristol, Thornbury, Weston-super-Mare.
BUILTH	Brecknock, Builth, Llandrindod Wells.
BURNLEY	Burnley, Colne and Nelson, Todmorden.
BURY	Bury.
BURY SAINT EDMUNDS	Bury Saint Edmunds, Thetford.
CAERNARVON	Caernarvon, Portmadoc and Blaenau Festiniog, Pwllheli.
CAMBRIDGE	Cambridge, Ely, Newmarket, Royston, Saffron Walden.
CANTERBURY	Ashford, Canterbury, Faversham.
CARDIFF	Cardiff and Barry.
CARLISLE	Brampton, Carlisle, Haltwhistle and Alston, Penrith, Wigton.
CARMARTHEN ..	Cardigan, Carmarthen, Llandilo and Ammanford, Lampeter, Llandovery, Newcastle Emlyn.
CHELTENHAM ..	Cheltenham, Northleach, Stow-on-the-Wold, Tewkesbury, Winchcomb.
CHESTER	Chester, Mold.
CHESTERFIELD ..	Alfreton, Chesterfield, Mansfield.
COLCHESTER	Braintree, Colchester, Clacton and Halstead, Harwich, Maldon, Sudbury.
COVENTRY	Alcester, Coventry, Nuneaton, Rugby, Stratford-on-Avon, Warwick.
CREWE	Crewe and Nantwich, Market Drayton, Northwich, Whitchurch
DERBY	Ashbourne, Bakewell, Burton-upon-Trent, Derby and Long Eaton, Matlock and Wirksworth, Uttoxeter.
DEWSBURY	Dewsbury.
DONCASTER	Doncaster, Thorne.
DORCHESTER	Bridport, Dorchester, Weymouth.
DOVER	Deal, Dover, Hythe, Folkestone.
DUDLEY	Dudley, Stourbridge, Kidderminster.
DURHAM	Bishop Auckland, Consett, Durham.
EASTBOURNE	Eastbourne.
EXETER	Axminster, Exeter, Honiton, Okehampton, Tiverton.
GLOUCESTER	Dursley, Gloucester, Newent, Newnham, Stroud.
GREAT GRIMSBY ..	Barton on Humber, Great Grimsby, Louth, Scunthorpe and Brigg.

District Registries.	Districts defined by reference to County Court Districts.
GREAT YARMOUTH ..	Great Yarmouth.
HALIFAX	Halifax.
HANLEY	Congleton, Hanley and Stoke-upon-Trent, Leek, Newcastle-under-Lyme, Stone.
HARROGATE	Harrogate, Ripon, Tadcaster.
HASTINGS	Hastings.
HAVERFORDWEST ..	Haverfordwest, Pembroke Dock and Narberth.
HEREFORD	Hay, Hereford, Kington, Leominster, Ludlow, Presteigne, Ross, Tenbury.
HUDDERSFIELD ..	Huddersfield.
IPSWICH	Eye and Diss, Ipswich, Stowmarket, Woodbridge and Felixstowe.
KENDAL	Appleby, Kendal, Kirkby Lonsdale, Windermere.
KING'S LYNN	Downham Market, Fakenham, King's Lynn, Swaffham, Wisbech.
KINGSTON-UPON-HULL	Beverley, Goole, Kingston-upon-Hull.
LEEDS	Leeds, Otley.
LEICESTER	Ashby-de-la-Zouch, Hinckley, Leicester, Loughborough, Melton Mowbray, Oakham.
LINCOLN	East Retford, Gainsborough, Lincoln and Horncastle, Market Rasen and Caistor, Newark.
LIVERPOOL	Liverpool, Runcorn, Warrington.
LOWESTOFT	Beccles and Bungay, Halesworth and Saxmundham, Lowestoft.
MAIDSTONE	Maidstone.
MANCHESTER	Altrincham, Ashton under Lyne and Stalybridge, Glossop, Leigh, Manchester, Oldham, Salford.
MERTHYR TYDFIL ..	Merthyr Tydfil.
MIDDLESBROUGH ..	Guisborough, Middlesbrough.
NEWCASTLE-UPON-TYNE	Alnwick, Berwick-upon-Tweed, Gateshead, Hexham, Morpeth and Blyth, Newcastle-upon-Tyne, North Shields.
NEWPORT (Isle of Wight)	Newport and Ryde.
NEWPORT (Monmouthshire)	Chepstow, Monmouth, Newport, Pontypool and Blaenavon.
NEWTOWN	Llanfyllin, Llanidloes, Newtown, Welshpool.
NORTHAMPTON ..	Daventry, Kettering, Market Harborough, Northampton, Wellingborough.
NORWICH	East Dereham, Harleston, Holt, North Walsham, Norwich, Wymondham.
NOTTINGHAM	Grantham, Ilkeston, Nottingham.
OXFORD	Banbury, Buckingham, Chipping Norton, Oxford, Shipston-on-Stour, Wallingford, Wantage, Witney.
PETERBOROUGH ..	Bourne, Huntingdon, March, Oundle and Thrapston, Peterborough, Stamford.
PLYMOUTH	Kingsbridge, Launceston, Liskeard, Plymouth, Tavistock.
PONTYPRIDD	Aberdare and Mountain Ash, Pontypridd, Ystradyfodwg and Porth.
PORTSMOUTH	Chichester, Petersfield, Portsmouth.
PRESTON	Chorley, Lancaster, Preston.
RAMSGATE	Margate, Ramsgate.
READING	Henley-on-Thames, Hungerford, Newbury, Reading.
RHYL	Conway, Llandudno and Colwyn Bay, Denbigh and Ruthin, Holywell and Flint, Llanrwst, Rhyl.
ROCHDALE	Rawtenstall, Rochdale.
ROCHESTER	Dartford, Gravesend, Rochester, Sheerness, Sittingbourne.
SAINT HELENS ..	Saint Helens and Widnes.
SALISBURY	Andover, Salisbury, Shaftesbury.
SCARBOROUGH	Bridlington, Great Driffield, Scarborough, Whitby.
SHEFFIELD	Rotherham, Sheffield, Worksop.
SHREWSBURY	Bridgnorth, Craven Arms, Knighton, Madeley, Shrewsbury, Wellington (Shropshire).
SOUTHAMPTON	Bishop's Waltham, Lymington, Romsey, Southampton.
SOUTHPORT	Southport.
SOUTH SHIELDS ..	South Shields.
STOCKPORT	Buxton and New Mills, Hyde, Macclesfield, Stockport.
STOCKTON-ON-TEES ..	Barnard Castle, Darlington, Leyburn, Northallerton, Richmond, Stockton-on-Tees, Thirsk.
SUNDERLAND ..	Seaham, Sunderland.
SWANSEA	Llanelly, Neath and Port Talbot, Swansea.
SWINDON	Calne, Cirencester, Malmesbury, Marlborough, Swindon.
TAUNTON	Chard, Langport, Minehead, Taunton, Wellington (Somerset).
TONBRIDGE	Cranbrook and Tenterden, East Grinstead, Sevenoaks, Tonbridge, Tunbridge Wells.
TORQUAY	Newton Abbot, Torquay, Totnes.
TREDEGAR	Abergavenny, Tredegar, Abertillery and Bargoed.
TRURO	Bodmin, Camelford, Helston, Newquay, Penzance, Redruth, Saint Austell, Truro and Falmouth.
WAKEFIELD	Pontefract, Wakefield.
WALSALL	Lichfield, Walsall.
WEST BROMWICH ..	West Bromwich.
WEST HARTLEPOOL ..	West Hartlepool.

District Registries.	Districts defined by reference to County Court Districts.
WHITEHAVEN	Whitehaven and Millom, Workington and Cockermouth.
WIGAN	Wigan.
WINCHESTER	Basingstoke, Winchester.
WOLVERHAMPTON ..	Stafford, Wolverhampton.
WORCESTER	Bromsgrove, Bromyard, Evesham, Great Malvern, Ledbury, Worcester.
WREXHAM	Bala and Corwen, Oswestry, Wrexham.
YEOVIL	Wincanton, Yeovil.
YORK	Helmsley, Malton, Pocklington, Selby, York.

War Legislation.

(Supplementary List, in alphabetical order, to those published week by week in THE SOLICITORS' JOURNAL, *from the 16th September, 1939, to the 4th May, 1940.)*

Progress of Bills.

House of Lords.

Agricultural Wages Regulation (Scotland) Bill [H.C.].
Read First Time. [7th May.
Courts (Emergency Powers) Amendment Bill [H.L.].
Read First Time. [8th May.
Evidence and Powers of Attorney Bill [H.L.].
Read Second Time. [30th April.
Marriage (Scotland) Emergency Provisions Bill [H.L.].
Read First Time. [7th May.
Middlesex Deeds Bill [H.L.].
Read First Time. [8th May.
Solicitors Bill [H.L.].
Read First Time. [30th April.
War Charities Bill [H.L.].
Read Second Time. [7th May.

House of Commons.

Finance Bill [H.C.].
Read First Time. [1st May.
Purchase Tax Bill [H.C.].
Read First Time. [1st May.
War Risks Insurance Bill [H.C.].
Read First Time. [25th April.
Workmen's Compensation (Supplementary Allowances) Bill [H.C.].
Read Second Time. [30th April.

Statutory Rules and Orders.

No. 619. **Barley.** The Home-Grown Barley (Ascertained Average Price for 1939) Order, dated April 12.

No. 646. **Emergency Powers (Defence).** Order in Council dated April 30, amending Regulation 11 of the Defence (General) Regulations, 1939.

No. 607. Emergency Powers (Defence). General Regulations. Order in Council dated April 30, substituting two Regulations for Regulation 46A and amending Regulations 47C and 100 of the Defence (General) Regulations, 1939.

Nos. 608 and 631. Emergency Powers (Defence). Orders in Council dated April 30, amending Regulation 1 of the Defence (Finance) Regulations, 1939, also (Isle of Man).

No. 636. Emergency Powers (Defence). The Employment of Aliens in British Ships (Amendment) Order, dated April 30.

No. 624. Emergency Powers (Defence). Order dated April 29, amending the Butter (Maximum Prices) Order, 1940.

No. 628. Emergency Powers (Defence). The Coal (Treatment and Use) Order, dated April 27.

No. 629. Emergency Powers (Defence). The Control of Communications Order (No. 1), dated April 22.

No. 640. Emergency Powers (Defence). Order, dated May 1, amending the Flour (Prices) Order, 1940.

No. 632. Emergency Powers (Defence). The Horticultural (Cropping) Order, dated May 2.

No. 653. Emergency Powers (Defence). The Control of Iron and Steel (No. 7) (Scrap) Order, 1940, Direction (No. 3), dated May 3.

Nos. 638 and 639/S.23. Emergency Powers (Defence). The Milk (Provisional Retail Prices) (England and Wales) and (Scotland) Orders, dated April 30.

No. 654. Emergency Powers (Defence). The Control of Paper (No. 12) Order, dated May 3.

No. 637. Emergency Powers (Defence). The New Potatoes (Maximum Prices) Order, dated April 30.

No. 615. Emergency Powers (Defence). The Control of Sulphuric Acid (No. 2) Order, dated April 26.

No. 641. Emergency Powers (Defence). The Milled Wheaten Substances (Restriction) Order, dated May 1.

No. 642. Emergency Powers (Defence). General Licence, dated May 1, made under the Milled Wheaten Substances (Restriction) Order, 1940.

No. 611. **Factories.** The Weekly Hours of Young Persons under Sixteen in Factories (Various Textile and Allied Industries) Regulations, dated April 25.

No. 614. **Land Fertility.** Scheme, dated April 17, varying the Land Fertility Scheme, 1937.

Nos. 633 and 649/S.24. **Public Health** (Preservatives, &c., in Food) Amendment Regulations, also (Scotland), dated April 30.

No. 625. **Road Traffic and Vehicles.** The Motor Vehicles (Authorisation of Special Types) Order (No. 3), dated April 12.

No. 645/L.9. **Supreme Court, England.** The District Registries Order in Council, dated April 30.

No. 617. **Supreme Court, Northern Ireland.** Rules, dated April 19, substituting new Rules for the Rules of Order LVI and altering and annulling certain Rules.

Provisional Rules and Orders.

National Health Insurance. Panel and Pharmaceutical Committees Provisional Regulations (England and Wales), dated April 25.

Parliamentary Publications.

HOUSE OF LORDS BILL.

Solicitors Bill. (H.L.) Explanatory Memorandum.

Non-Parliamentary Publications.

STATIONERY OFFICE.

List of Emergency Acts and Statutory Rules and Orders, 1940, revised to April 30 (includes Supplements 6–17).

Copies of the above Bills, S.R. & O.'s, etc., can be obtained through The Solicitors' Law Stationery Society, Ltd., 22, Chancery Lane, London, W.C.2, and Branches.

Legal Notes and News.

Honours and Appointments.

It is announced by the Colonial Office that the King has been pleased to approve the appointment of Mr. LANGLEY, Puisne Judge, British Guiana, to be Chief Justice of the Colony of British Honduras, in succession to Sir Arthur Kirwan Agar, who has retired.

The Chancellor of the Duchy of Lancaster will appoint Mr. JAMES FRASER HARRISON to be Judge of Circuit No. 5 (Salford, etc.) on 28th May, when Judge CROSTHWAITE will become one of the Judges of Circuit No. 6 (Liverpool, etc.).

The following promotions, transfers and reappointments have taken place in the Colonial legal service: Mr. G. V. CAMERON, Legal Secretary, Aden, to be Legal Secretary, Malta; Mr. L. B. GIBSON, Crown Counsel, Straits Settlements, to be Attorney-General, Trinidad; Mr. T. H. H. PERROTT, Magistrate, Uganda, to be Legal Adviser, Aden; Mr. H. C. WILLAN, M.C., Solicitor-General, Kenya, to be Attorney-General, Zanzibar; Mr. R. L. UNDERWOOD, formerly Deputy Registrar of the Supreme Court, Kenya, to be Assistant Lands Officer, Nyasaland.

The undermentioned solicitors have been appointed Deputy Lieutenants for Breconshire, on the nomination of the Lord Lieutenant, The Right Hon. Lord Glanusk, D.S.O.: Capt. W. J. CANTON, LL.B., Hon. Secretary, Associated Law Societies of Wales and of Merthyr and Aberdare Law Society, member of the Legal Education Committee, Law Society; Capt. H. G. B. GRIFFITHS, J.P., Ystradgynlais, and Capt. R. G. OWEN, Clerk to Builth Wells Urban District Council.

Wills and Bequests.

Mr. Ernest Burrell Baggallay, solicitor, of Worminghall, Bucks, and of Old Jewry, E.C., left £22,770, with net personalty £18,774. He left £200 to Marlborough College.

Mr. Kington Baker, barrister-at-law, of Merton Park, left £65,991, with net personalty £63,745.

Sir Henry Chartres Biron, of Montpelier Square, S.W., Chief Magistrate of the Metropolitan Police Courts, 1920–33, left £27,820, with net personalty £24,948. He left a picture by Sir Joshua Reynolds of "Edwin" and certain books to Brook's Club, and a bronze statuette of Thackeray to the Garrick Club.

Mr. Edward Boutflower, solicitor and notary, of Hale, Cheshire, left £25,536, with net personalty £4,587. He left £50 to Timperley Parish Church; £50 to Salford Royal Hospital; £50 to the Solicitors' Benevolent Association; £50 to St. Dunstan's Hostel for the Blind; and £50 to the National Lifeboat Institution.

Mr. Lucius Widdrington Byrne, Bencher of Lincoln's Inn, of Haslemere, left £30,053, with net personalty £29,696.

Mr. Cecil Henry Cobb, solicitor, of York, left £16,780, with net personalty £11,016.

Mr. John Francis Fearon, solicitor, of Woking and Westminster, left £25,525, with net personalty £14,909.

Notes.

The next examinations of the Society of Incorporated Accountants will be held on 31st July and 1st and 2nd August, 1940, at Taunton School, Somerset, and Sedbergh School, Yorkshire, and also in Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban. Members of the Society are exclusively entitled to the use of the designation "Incorporated Accountant." Candidates for admission to the Society must pass the Preliminary and Intermediate and Final Examinations (subject to exemption from the Preliminary being available to candidates holding approved educational certificates). Particulars and forms are obtainable from the Secretary of the Society at Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

High Court of Justice.

WHITSUN VACATION, 1940.

NOTICE.

There will be no sitting in Court during the Whitsun Vacation.

During the Whitsun Vacation all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice CASSELS.

The Honourable Mr. Justice CASSELS will act as Vacation Judge from Saturday, 11th May, 1940, to Monday, 20th May, 1940, both days inclusive. His Lordship will sit as King's Bench Judge in Chambers in King's Bench Judge's Chambers on Wednesday, 15th May, at 11.30 o'clock. On other days within the above period, applications in urgent matters may be made to his Lordship personally or by post.

When applications are made by post, the brief of counsel should be sent to the Judge by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrar's Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice,
May, 1940.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (26th October, 1939) 2%. Next London Stock Exchange Settlement, Thursday, 23rd May, 1940.

	Div. Months.	Middle Price 8 May 1940.	Flat Interest Yield.	‡ Approximate Yield with redemption
			£ s. d.	£ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	110½	3 12 5	3 3 9
Consols 2½%	JAJO	76½	3 5 4	—
War Loan 3% 1955–59	AO	100⅜	2 19 9	2 19 4
War Loan 3½% 1952 or after	JD	101⅛	3 9 3	3 7 9
Funding 4% Loan 1960–90	MN	112¼	3 11 1	3 3 0
Funding 3% Loan 1959–69	AO	99	3 0 7	3 1 1
Funding 2¾% Loan 1952–57	JD	98	2 16 1	2 18 0
Funding 2½% Loan 1956–61	AO	92	2 14 4	3 0 4
Victory 4% Loan Av. life 21 years	MS	111½	3 11 9	3 4 8
Conversion 5% Loan 1944–64	MN	108⅞	4 11 10	2 5 7
Conversion 3½% Loan 1961 or after	AO	102	3 8 8	3 7 4
Conversion 3% Loan 1948–53	MS	102	2 18 10	2 14 0
Conversion 2½% Loan 1944–49	AO	99	2 10 6	2 12 6
National Defence Loan 3% 1954–58	JJ	101½	2 19 1	2 17 6
Local Loans 3% Stock 1912 or after	JAJO	89	3 7 5	—
Bank Stock	AO	342	3 10 2	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	89	3 7 5	—
India 4½% 1950–55	MN	110½	4 1 5	3 5 0
India 3½% 1931 or after	JAJO	95½	3 13 4	—
India 3% 1948 or after	JAJO	82½	3 12 9	—
Sudan 4½% 1939–73 Av. life 27 years	FA	109	4 2 7	3 19 0
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 1 2
Tanganyika 4% Guaranteed 1951–71	FA	109	3 13 5	3 0 6
Lon. Elec. T. F. Corpn. 2½% 1950–55	FA	91	2 14 11	3 4 7
COLONIAL SECURITIES				
*Australia (Commonw'th) 4% 1955–70	JJ	104½	3 16 7	3 12 1
Australia (Commonw'th) 3¼% 1964–74	JJ	92½	3 10 3	3 12 9
Australia (Commonw'th) 3% 1955–58	AO	90½	3 6 4	3 14 8
*Canada 4% 1953–58	MS	108½	3 13 9	3 3 10
New South Wales 3½% 1930–50	JJ	98½	3 11 1	3 13 10
New Zealand 3% 1945	AO	96½	3 2 2	3 15 6
Nigeria 4% 1963	AO	106	3 15 6	3 12 2
Queensland 3½% 1950–70	JJ	96½	3 12 6	3 13 10
*South Africa 3½% 1953–73	JD	99	3 10 8	3 11 1
Victoria 3½% 1929–49	AO	98½	3 11 1	3 13 10
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	84½	3 11 0	—
Croydon 3% 1940–60	AO	93¼	3 4 2	3 9 1
Leeds 3¼% 1958–62	JJ	98	3 6 4	3 7 7
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	97	3 12 2	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	84½	3 11 0	—
*London County 3½% 1954–59	FA	102½	3 8 4	3 5 5
Manchester 3% 1941 or after	FA	84	3 11 5	—
Manchester 3% 1958–63	AO	94	3 3 10	3 7 7
Metropolitan Consd. 2½% 1920–49	MJSD	97½	2 11 3	2 16 0
Met. Water Board 3% "A" 1963–2003	AO	86½	3 9 4	3 10 8
Do. do. 3% "B" 1934–2003	MS	90	3 6 8	3 7 9
Do. do. 3% "E" 1953–73	JJ	92	3 5 3	3 8 2
Middlesex County Council 3% 1961–66	MS	94	3 3 10	3 7 0
*Middlesex County Council 4½% 1950–70	MN	108	4 3 4	3 10 9
Nottingham 3% Irredeemable	MN	83	3 12 3	—
Sheffield Corp. 3½% 1968	JJ	101	3 9 4	3 8 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	104½	3 16 7	—
Gt. Western Rly. 4½% Debenture	JJ	111	4 1 1	—
Gt. Western Rly. 5% Debenture	JJ	122½	4 1 8	—
Gt. Western Rly. 5% Rent Charge	FA	116	4 6 2	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	114	4 7 9	—
Gt. Western Rly. 5% Preference	MA	100½	4 19 6	—

* Not available to Trustees over par.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.